



RFP No: 3915

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until September 16, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Board of Pharmacy.

Pharmacy Monitoring Program

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Patti Irgens
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8223
Patti.Irgens@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3915
due September 16, 2016 @ 3:00 p.m.,
ATTENTION: Patti Irgens

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3915.

- _____ 1) One clearly marked original response and three (3) identical copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)
- _____ 9) Requirements Matrix (Appendix A)

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SECTION I

SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, **(ITS)**, should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
		E-mail	_____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and seven (7) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and three (3) copies of the clarification.
 - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

 - 14.1 The State's contact person for the selection process is: Patti Irgens, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8223, Patti.Irgens@its.ms.gov.
 - 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly

conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
 - 8.1.2 Notification posted to the **ITS** website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three

(3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. Sole Point of Contact

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. ITS Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. Shipping Charges

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. Amortization Schedule

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. Americans with Disabilities Act Compliance for Web Development and Portal Related Services

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. Ownership of Developed Software

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. Ownership of Custom Tailored Software

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. Terms of Software License

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. The State is Licensee of Record

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. Vendors wanting to view the Enterprise Security Policy should contact the Technology Consultant listed on the cover page of this RFP.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP Proposal.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3915.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the

protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if

included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code and all Vendors may access additional Vendor information at the link below.

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

2. MAGIC Vendor Code: _____

- 2.1 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

If Vendor is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Vendor must include a copy of their Minority Vendor Self-Certification Form with their RFP response.

3. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

4. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 4.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 4.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

5. **Pending Legal Actions**

- 5.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 5.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

6. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

7. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

8. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

9. **Certification of Liability Insurance**

Vendor must provide a copy of their Certificate of Liability Insurance with their RFP response.

10. **E-Verify Registration Documentation**

Vendor must ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Vendor must provide documentation of their E-Verify compliance with their RFP response. See Section IV, Item 41 for additional information.

11. **System for Award Management (SAM) Registration Documentation**

Vendor must include a copy of their registration with the Federal Government's System for Award Management (SAM) with their RFP response.

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, Vendors must respond to each specification in Section VII, Technical Specifications with a narrative description. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification. The description must include the following:
 - 1.2.1 A description of the methodology to be followed in accomplishing each requirement, in order to demonstrate the Vendors understanding of this RFP.
 - 1.2.2 Information about past performance results for similar work in a co-location environment; lessons learned from those projects and how they will be applied to this project.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory

requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

- 2.2 Mandatory requirements are those features classified as MANDATORY in Section VII, *Technical Specifications as well as Appendix A, Requirements Matrix*. “Meeting a mandatory requirement” in Section VII, Technical Specifics means the Vendor is able to meet the requirement. “Meeting the mandatory requirement” in Appendix A, Requirements Matrix, means the Vendor is able to respond with A, B, or C.

3. General Overview and Background

- 3.1 The Mississippi Prescription Monitoring Program (MSPMP) as part of the Mississippi Board of Pharmacy (MSBOP) is seeking a Software-as-a-Service (SaaS) solution to facilitate the electronic monitoring and reporting of controlled substance prescription drug activity to assist medical professionals in identifying potential dangers and make informed pharmaceutical treatment decisions, assist in the assessment and referral of treatment for addiction, and aid regulatory and law enforcement agencies in the detection, investigation, and prevention of fraud, drug abuse and the criminal diversion of controlled substances. Prescription data collected by pharmacies and dispensing practitioners is stored into a secure central database. Only those persons authorized by Section 73-21-127 of the Mississippi Code are allowed access to the information contained in the MSPMP database, which includes health professionals and law enforcement agencies.
- 3.2 The goal of the MSBOP is to enhance the education, performance and functionality of the MSPMP at the authorized user and administrative level. The proposed solution will be capable of collecting data from reporting entities, will be hosted in a secure site, will coordinate data management securely, will produce reports including threshold reports, and will be able to establish a secure web-based portal with graphical internet interfaces to include standard browsers to facilitate automated communication for authorized users. Such database system must be capable of supporting interstate data sharing via PMP Inter Connect (PMPi), integrating with electronic health records (EHRs), health information exchange (HIE), and pharmacy dispensing systems to facilitate prescriber and dispenser access to PMP data, reducing time and effort needed to obtain a patient’s history, seamlessly and in as close to real-time as possible.
- 3.3 Acronyms

ASPMP	Alliance of States with Prescription Monitoring Programs
ASAP 4.2	The American Society for Automation in Pharmacy (ASAP) standard for Prescription Monitoring System (PMP) reporting. - http://www.asapnet.org
Clearing House	This is where all the prescription claim data is stored;

CJIS	Criminal Justice Information Services
COTS	Customizable Off-The-Shelf software. Customization occurs via configuration.
DEA	Drug Enforcement Agency; http://www.dea.gov/resource-center/how-do-i.shtml
EHR	Electronic Health Records
GATEWAY	Provided by APPRISS and supports data exchange with HIE's
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
IJIS	Integrated Justice Information Systems
MBN	Mississippi Bureau of Narcotics
MSBoP	Mississippi Board of Pharmacy
MSPMP	Mississippi Prescription Monitoring Program
NDC	National Drug Code - http://www.fda.gov/Drugs/InformationOnDrugs/ucm142438.htm
NABP	National Association of Boards of Pharmacy
NPI	National Provider Indicator - https://npiregistry.cms.hhs.gov
PHI	Protected Health Information
PMIX	Prescription Monitoring Information Exchange hub system
RhP	Registered Pharmacist
UCF	Universal Claim Form

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	08/16/2016
Second Advertisement Date for RFP	08/23/2016
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 08/31/2016
Deadline for Questions Answered and Posted to ITS Web Site	09/06/2016
Open Proposals	09/16/2016
Evaluation of Proposals	09/16/2016 – 09/30/2016
Contract Negotiation	10/01/2016 – 10/15/2016
Proposed Project Implementation Start-up	10/15/2016

5. Statement of Understanding

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) and pages in the RFP that are in question. The following table should be used to format Vendor questions.

Question	RFP Section	RFP Page	Vendor Question
1			
2			
3			
4			
5			

5.1.2 Vendor must deliver a written document to Patti Irgens at **ITS** by Wednesday, August 31, 2016 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Patti Irgens to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Tuesday, September 6, 2016.

5.3 The Vendor must fully discuss the ordering, installation, and change order processes for this project including outlining all issues believed to be pertinent to achieving the desired results, including planning, development, modification, budget, scope, and schedule management.

5.4 The Vendor must include a preliminary work plan/schedule for the proposed services, which identifies the Vendor's strategy and concept of the work activities that must occur, responsibilities of the Vendor and the State, and deliverables that will be produced. Specifically, the following items must be included:

5.4.1 A detailed work plan and schedule for all tasks, sub-tasks and deliverables required from beginning to completion of the project;

5.4.2 Individual tasks and deliverables by project phase;

5.4.3 All critical path and dependency tasks; and

- 5.4.4 Details on its change management processes that includes; communicating any upcoming environmental and facility changes and coordinating those changes with designated agency administrators.

6. Vendor Qualifications and Experience

- 6.1 The MSPMP is seeking a Vendor with an existing prescription drug monitoring SaaS solution to host and support a system that will increase the quality of patient care by giving prescribers and dispensers access to patient controlled substance prescription medication history. In addition, regulatory and law enforcement agencies will have requested access to use PMP data as a tool. System must include the PMPi interoperability with other states' prescription drug monitoring and electronic health systems, HIE and be compatible with EHR.
- 6.2 Vendor must provide a description of the organization that contains all pertinent data relating to the Vendor's organization, personnel and experience that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein. At minimum, this description must include the following information:
 - 6.2.1 A brief history of the company including:
 - 6.2.1.1 Date of establishment;
 - 6.2.1.2 Organization size (i.e. number of offices, employees, customer base, etc.) and structure;
 - 6.2.1.3 Whether the company is based locally, regionally, nationally, or internationally; and
 - 6.2.1.4 Number of years the company has been in business (minimum of five (5) years is required).
 - 6.2.2 Type of company ownership (public or private) and type of organization (limited partnership, non-profit, etc.);
 - 6.2.3 Corporate information to include parent corporation, sister firms, and any subsidiaries;
 - 6.2.4 State of incorporation;
 - 6.2.5 The Vendor's firm must be licensed to provide the proposed services in the State of Mississippi;
 - 6.2.6 Location of Vendor's principal office and the number of executive and professional personnel employed at this office;
 - 6.2.7 The location of the place of performance of this proposed contract;

- 6.2.8 Current products and services/lines of business and approximate percentages;
 - 6.2.9 Disclosure of any company restructurings, mergers, and acquisitions in the past three (3) years that have impacted any products the Vendor sold, serviced, and supported; and
 - 6.2.10 Vendors must disclose how many clients have terminated their service contract in the past three (3) years for non-performance.
 - 6.2.10.1 Vendor must provide reference information for those terminated clients.
 - 6.2.11 Financial information as follows:
 - 6.2.11.1 A copy of the corporation's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year. This information must be compiled, reviewed, and audited by a Certified Public Accountant. This shall include auditing and examination by a third-party auditing firm;
 - 6.2.11.2 Credit rating number from an industry-accepted credit rating firm; or
 - 6.2.11.3 Report of an auditor's unqualified opinion of the financial stability of the firm.
 - 6.2.12 Details on Vendor's plan to overcome its financial difficulties if the Vendor's credit rating number or financial report is unsound, or if the Vendor is currently in bankruptcy. Vendor must indicate, providing details, if Vendor has an unfavorable credit rating, has filed bankruptcy, or plans to file for bankruptcy; and
 - 6.2.13 The Vendor must provide information for each subcontractor or reseller whom the Vendor proposes to perform any of the functions under this RFP based on requirements outlined in Section VII, Technical Requirements, and Appendix A, Requirements Matrix.
- 6.3 Vendor must provide the number of current, past, or on-going governmental clients for which vendor has provided PMP solutions including:
- 6.3.1 Vendor must have at least two years' experience of providing the full suite of PMP services that encompasses, including, but not limited to:

- 6.3.1.1 Planning and implementing an existing PMP software solution,
- 6.3.1.2 Planning and implementation of a statewide electronic prescription drug program,
- 6.3.1.3 Converting historical data,
- 6.3.1.4 Interstate data sharing,
- 6.3.1.5 User training at all levels, and
- 6.3.1.6 Program support at all levels.
- 6.3.1.7 Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.
- 6.3.1.8 Vendor must provide examples of business rules, plan review and workflow processes.
- 6.3.2 Vendor must state the number of active users supported across all customer locations.
- 6.3.3 Vendor must provide examples of mobile and mobile device technologies integrated.
- 6.3.4 Vendor must describe a project that successfully implemented on-time, on-budget, on-scope and within expected quality for the last five (5) years
- 6.3.5 Vendor must have at least two (2) consecutive years of recent experience using their SaaS solution to monitor and report prescription drug activity on a statewide level.
 - 6.3.5.1 Vendor must list the States that use the proposed solution.
 - 6.3.5.2 As outlined in Section IX, Reference, Vendor reference must be of similar size and scope.
- 6.4 The Vendor must describe in detail their experience on at least three projects of similar scope for statewide multiagency/institute/ governmental entities. The Vendor must provide details on the projects, including scope;

- 6.4.1 These projects should be used as references in Section IV, References.
 - 6.5 Vendor must describe what they have done to promote excellence and distinguish themselves from the competition.
 - 6.5.1 Details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards received.
 - 6.6 The Vendor must provide information on professional accreditations/certifications pertinent to the services provided by this RFP.
 - 6.7 The Vendor must have experience and understanding of state and local government contracting and be responsive to its unique requirements. The Vendor must describe their understanding of this process.
 - 6.8 The Vendor must address quality of service, customer support for planning, implementation, production, and level of commitment of their company to the State.
 - 6.9 Vendor must provide documentation and/or statistics to verify their proposed solution will be adequate to support the current base of users as well as the predicted growth over the term of this contract.
7. **Staffing Requirements**
- 7.1 Vendor must provide the names of those individuals assigned to the account team as well as their roles, and responsibilities.
 - 7.2 Vendor must describe their standards for delivering consistent representation of Project Management and Support Staff to clients and their commitment to quality service delivery.
 - 7.3 Vendor must provide a reporting hierarchy as it relates to issue escalation.
 - 7.4 Vendor must describe what background checks and qualifications employees must have in order to provide these services.
8. **Collection (Must be completed in the Requirements Matrix)**
9. **Registration (Must be completed in the Requirements Matrix)**
10. **System Design (Must be completed in the Requirements Matrix)**
11. **Reporting (Must be completed in the Requirements Matrix)**
12. **Interfaces/Integration (Must be completed in the Requirements Matrix)**
13. **Documentation**

- 13.1 The Vendor must provide system documentation to include:
 - 13.1.1 Comprehensive manual documenting all database structures, relationships between tables and database dictionary.
 - 13.1.2 All administrative functions (e.g. user management, password management, role/profile management, etc.
 - 13.1.3 “Train the trainer” documentation and training sessions for users
- 13.2 All documentation must be specific to the State configuration.
- 13.3 The Vendor shall prepare and provide to all users and reporting dispensers specified by MSPMP any instructions needed to comply with the reporting requirements, including technical assistance.
- 13.4 The MSPMP reserves the right to review and approve any communications or documentation prior to publication or its distribution to users or dispensers.
- 13.5 All documentation, instructions and specifications must be published to the MSPMP website.

14. Conversion

- 14.1 The Vendor must convert the data in the existing MSPMP data base. The current system is Appriss PMP AWAReE.
 - 14.1.1 The current system is Appriss PMP AWAReE.
 - 14.1.2 The current reporting module used with Appriss is Insight.
 - 14.1.3 All pharmacy claim data collected in the current PMP system must be cleansed, converted and uploaded into the new MSPMP system.
 - 14.1.4 All user information for all user types defined in the current PMP system must be cleansed, converted and uploaded into the new MSPMP system.
 - 14.1.4.1 Vendor must describe how additional dispensers will be added to the system (interface and/or direct entry).
 - 14.1.5 All logs (compliance, report, audit, other) in the current data management system is cleansed, converted and uploaded into the MSPMP database.
 - 14.1.6 Any other information including reporting system catalogs, report specifications, and related must be migrated from the current PMP system to the new MSPMP system.

- 14.1.7 Six (6) years of all data in the current PMP system (based on data collection date) must be converted to the new MSPMP system.
 - 14.1.7.1 Current database type: PostgreSQL 9.2
 - 14.1.7.2 Current database size: 300 GB
- 14.2 The Vendor must submit a draft data conversion plan with its proposal.
 - 14.2.1 The selected Vendor shall meet with MSPMP to review the draft data conversion plan and gather any additional detailed required to finalize the plan.
 - 14.2.2 The final conversion plan is defined as a deliverable in Section VIII, Cost Information Submission.
- 14.3 The data conversion plan shall include, but not be limited to, the following;
 - 14.3.1 An overview of the activities and services that the Vendor will provide;
 - 14.3.2 The assumptions on which the plan is based;
 - 14.3.3 A data conversion strategy to include:
 - 14.3.3.1 Identifying the approximate number and source of records or documents to be converted;
 - 14.3.3.2 The needed roles and number of staff required,
 - 14.3.3.3 How conversion errors will be identified and reported;
 - 14.3.3.4 How converted data will be reconciled to the current production MSPMP;
 - 14.3.3.5 How a converted file or data set can be reversed or backed out in the event of a problem.
 - 14.3.4 Conversion preparation and procedures to include:
 - 14.3.4.1 Source specifications – identify the file and/or database name and description, data source, file structure, conversion rules, dependencies, access requirements, data format, and conversion acceptance criteria for each source.
 - 14.3.4.2 Destination specifications – identify the name, data source, access requirements, and data format for each destination.

- 14.3.4.3 Intermediate processing requirements – identify the cleansing, validating, and initiating requirements.
- 14.3.4.4 Data element mapping – provide a mapping of the source to destination, considering intermediate processing requirements.
- 14.3.4.5 Data conversion tools and scripts – identify the necessary tools and scripts to perform data conversion, intermediate data processing, and loading cleansed data into the destination data repository.
 - 14.3.4.5.1 Includes both automated procedures (conversion programs) and manual procedures (data entry procedures) and define each script necessary.
- 14.3.4.6 Testing – identify conversion verification procedures and activities required for system testing. Identify the testing tools and scripts, and the validation and verification of resulting test data, in preparation for data loading.

15. **Hosting**

- 15.1 MANDATORY: The proposed system must be physically hosted in the continental United States.
 - 15.1.1 The vendor must identify and describe the primary hosting site for the solution and identify whether the site is vendor owned or subcontracted.
 - 15.1.2 The vendor must identify and describe the secondary hosting site for the solution and identify whether the site is vendor owned or subcontracted.
 - 15.1.3 All hosting costs must be fully described in Section VIII - Cost Submission.
 - 15.1.4 MANDATORY: The selected Contractor shall supply all hosting infrastructure required for performance of the Contract.
 - 15.1.5 MANDATORY: The selected Contractor shall provide secure access to all levels of users via the internet.
 - 15.1.6 The selected Contractor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity. Vendor must describe their plan for meeting this requirement.

- 15.1.7 MANDATORY: The selected Contractor shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements as described in the requirements for Service Level Agreements in Section VII, Item 19.
- 15.1.8 MANDATORY: The selected Contractor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the MSPMP within the timeframe set out by the Agreement. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the selected Contractor shall comply with state and federal data breach notifications regulations and is to report security incidents to the MSPMP within one (1) hour of when the selected Contractor knew of such unauthorized access, use, release, or disclosure of data.
- 15.1.9 MANDATORY: The selected Contractor shall allow the MSPMP or its delegate, at times chosen by the MSPMP, to review the hosted system's location and security architecture.
- 15.1.10 The selected Contractor staff, directly responsible for day-to-day monitoring and maintenance, shall have industry standard certifications applicable to the environment and system architecture used. Vendor must detail certifications held in its proposal.
- 15.1.11 MANDATORY: The selected Contractor shall locate servers in a climate-controlled environment. Contractor shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security. Vendor must describe their plan for meeting this requirement.
- 15.1.12 MANDATORY: The selected Contractor shall examine system and error logs daily to minimize and predict system problems and initiate appropriate action.
- 15.1.13 MANDATORY: The selected Contractor shall completely test and apply patches for all third-party software products before release of patches to production.
- 15.2 Security Requirements
 - 15.2.1 The selected Contractor shall conduct a third party independent security/vulnerability assessment at its own expense on an annual basis and submit the results of such assessment to the MSPMP.

- 15.2.2 The selected Contractor shall comply with MSPMP directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the MSPMP.
- 15.2.3 The selected Contractor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
- 15.2.4 The selected Contractor shall use industry best practices to provide system intrusion detection and prevention in order to detect intrusions in a timely manner.
- 15.2.5 The selected Contractor shall use industry best practices to provide virus protection on all servers and network components.
- 15.2.6 The selected Contractor shall limit access to the system and servers and provide access only to those staff that must have access to provide services proposed.
- 15.2.7 The Selected Contractor will provide all Services, using security technologies and techniques in accordance with industry best practices and the MSPMP's security policies, procedures, and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks.
- 15.2.8 All data in transit and at rest must be encrypted. All data in transit and rest must remain in the continental United States.
- 15.2.9 The network traffic to and from the proposed hosted solution must be encrypted using SSL or stronger.
- 15.2.10 The proposed system must not use proprietary encryption techniques.
- 15.2.11 The system must use AES 256 or higher encryption.
- 15.2.12 The standard for exchange of data within the system must be a secure hypertext transport protocol or https.
- 15.2.13 For any breach or suspected breach of security of the collected data, the Vendor shall:
 - 15.2.13.1 Notify the MSPMP designated contact within one (1) hour by telephone or e-mail of the breach/suspected breach;

- 15.2.13.2 Conduct an investigation of the identified breach/suspected breach(describe the process followed);
- 15.2.13.3 Confiscate, document and secure any evidence supporting the identified problem;
- 15.2.13.4 Provide MSPMP with a written report of the investigation within three (3) business days of identification of the breach/suspected breach;
- 15.2.13.5 Provide a detailed written report within seven (7) business days outlining the impact of the breach and the steps taken to correct the situation, prevent future breaches, and the time frame for resolution.
- 15.2.13.6 Assist MSPMP, including testifying, in any proceedings or hearings, which occur as the result of the breach/suspected breach.

15.3 Data Storage

- 15.3.1 Vendor shall use industry best practices to update all systems and third party software security patches to reduce security risk. Vendor shall protect their systems with anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
- 15.3.2 Vendor shall be solely responsible for all data storage required.
- 15.3.3 Vendor shall take all necessary measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
- 15.3.4 Vendor agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a selected Contractor controlled or owned electronic device.
- 15.3.5 Vendor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

- 15.3.6 Online and offsite data retention period has been established as six (6) years from the time of collection.
- 15.4 Disaster Recovery
 - 15.4.1 Vendor shall employ reasonable disaster recovery procedures to assist in preventing interruption in the use of the system.
 - 15.4.2 Vendor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.
 - 15.4.3 The selected Vendor shall provide a disaster recovery plan, which shall be tested twice a year to ensure success.
 - 15.4.4 The MSPMP shall participate in this testing and receive a copy of the testing outcomes.
 - 15.4.5 The Vendor shall provide detailed information regarding its disaster recovery systems, architecture/frameworks, capabilities, governance, and procedures.
 - 15.4.6 The Vendor must describe their strategy for Continuity of Operations (Business Continuity Planning) to support continuity of operations during a disaster or other emergency, including a pandemic, the MSPMP needs a strategy for maintaining operations for an extended period of time.
 - 15.4.7 Describe how Vendor anticipates such a disaster or other emergency will impact its operations.
 - 15.4.8 The Vendor must include a copy of their Business Continuity Plan. The plan, at a minimum, must address the following aspects of pandemic preparedness:
 - 15.4.8.1 Employee training (describe Vendor's training plan, and how frequently it will be shared with employees)
 - 15.4.8.2 Identify essential business functions and key employees (within Vendor's organization) necessary to carry them out
 - 15.4.9 Contingency plans for:
 - 15.4.9.1 How Vendor will handle staffing issues when a portion of key employees are incapacitated due to illness.

- 15.4.9.2 How Vendor employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - 15.4.9.3 How Vendor will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - 15.4.9.4 How and when Vendor's emergency plan will be tested, and if the plan will be tested by a third-party.
 - 15.4.10 The Vendor should provide a copy of their most recent test of their Business Continuity Plan and their Disaster Recovery Plan.
- 15.5 Adherence to Policy
 - 15.5.1 Vendor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.
 - 15.5.2 Vendor shall comply with all pertinent federal and state privacy regulations.
- 16. **Audit-Compliance**
 - 16.1 The proposed system shall maintain transaction log (audit history with time stamp six (6) digits after second) for any changes for the entire system.
 - 16.1.1 User must be able to report on any field in the log record.
 - 16.2 The proposed system must track task and other workflow data and must be able to report on that data.
 - 16.3 The proposed system must provide an audit trail based by user and by timeframe for all MSPMP reports requested by any user inclusive of the options selected for the query.
 - 16.4 The proposed system must retain audit trails and system logs as required by MSPMP in accordance with the State's approved record retention schedule which is six years from the date of the log entry.
 - 16.4.1 The proposed system must allow authorized users to query, view, filter, sort, report these historical records.
 - 16.5 The vendor shall provide a method for MSPMP staff to:
 - 16.5.1 Sort and view the upload history of a dispenser by timeframe and number of prescription errors.

- 16.5.2 Sort and view the receipt of each data transmission from an uploader.
- 16.5.3 Check the accuracy of a specific uploader.
- 16.6 The proposed system shall log instances of uploaded records that contain incomplete, invalid, or missing information in a form that can be queried. All related data must be captured in the log.

17. Support/Updates/Maintenance

- 17.1 Vendor must describe how it will provide support for the SaaS solution.
 - 17.1.1 Vendor must provide system support for all end users. This shall include but is not limited to, assistance and ongoing support regarding problems/issues, guidance in the operation of the SaaS solution, pharmacy claim data transmission support, and identification and correction of possible data or solution errors.
 - 17.1.2 Vendor must describe the types of support which shall be provided (ex. telephone, email, chat, web form, etc.).
- 17.2 The Vendor must have a help desk located in a professional call center in the continental United States.
 - 17.2.1 The vendor must identify where the call center is located and whether it is owned by the vendor or sub-contracted.
- 17.3 The Vendor must provide the following:
 - 17.3.1 Online Help menus and FAQs
 - 17.3.1.1 The menus and FAQs must be configurable by approved administrators.
 - 17.3.2 Toll-free number
 - 17.3.2.1 Staffed Monday thru Friday 8:00 am to 5:00 pm, Central Time
 - 17.3.2.2 Voicemail for problem reporting out of the standard live support timeframe.
 - 17.3.3 Email shall be available 24 hours a day, 365 days per year.
- 17.4 Vendor must have an online problem tracking system that includes, but is not limited to.
 - 17.4.1 The Vendor shall provide and manage a process to track, monitor and resolve reported problems/issues.

- 17.4.1.1 Vendor(s) shall describe its methodology to classify problems as to criticality and impact, including appropriate resolution procedures and escalation process for each classification of a problem.
 - 17.4.1.2 Problems may be submitted online.
 - 17.4.1.3 Problems submitted by phone or email are logged into this system at receipt.
 - 17.4.1.4 Problem status of all problems reported are trackable online by the MSPMP.
- 17.5 The Vendor shall describe its notification policies and procedures.
 - 17.5.1 Vendor must include policies and procedures of notifications to service subscribers and users in the event of scheduled maintenance, unscheduled maintenance, emergency maintenance, downtime, system errors, or degraded performance.
 - 17.5.2 Vendor's proposed SaaS solution must provide system messages at login to notify users of emergency maintenance or other system events.
 - 17.5.2.1 The solution must display a notification of system scheduled maintenance seven (7) days prior to the scheduled maintenance period.
- 17.6 The Vendor(s) shall describe its methodology and processes for updating its SaaS solution for all types of releases, including:
 - 17.6.1 Security updates
 - 17.6.2 System Maintenance
 - 17.6.3 System Enhancements
 - 17.6.4 Implementing required changes as a result of changes to PMP federal and state laws and regulations.
- 17.7 The vendor shall describe its release management strategy.
 - 17.7.1 The Vendor shall describe how new functions and features are released to clients and a client's ability to control which new features are implemented.
 - 17.7.2 Enhancements and updates are included at no additional cost.
- 17.8 The Vendor's design/development team, prior to and during the execution of any design or development tasks, shall comply with the policies, procedures,

and standards provided by The Mississippi Department of Information Technology Services (ITS) and MSPMP.

- 17.9 This includes but is not limited to participation in a requirements phase, design phase, development phase, testing phase, and implementation phase.

18. Closeout/Turnover

18.1 Closeout

- 18.1.1 All data shall remain the property of the MSPMP and will be delivered in a MSPMP approved format.
- 18.1.2 Vendor shall delete all data from its servers upon approval from MSPMP that the data has been delivered in a MSPMP approved format.
- 18.1.3 Vendor shall verify that all of the data has been delivered to the MSPMP and removed from the Contractor's servers per ITS/MSPMP ITPs.

18.2 Upon termination of the agreement by MSPMP or the Vendor:

- 18.2.1 The Vendor shall provide to MSPMP, within 90 days of notification of the end of the agreement, a written turnover plan inclusive of projected timeframes to complete.
- 18.2.2 The Vendor shall take all reasonable action to provide a minimally disruptive turnover.
- 18.2.3 The MSPMP Contract Administrator shall approve this plan prior to its implementation.

18.3 As a part of the turnover plan, the Vendor shall provide to MSPMP:

- 18.3.1 All electronic and paper files, including:
 - 18.3.1.1 Data files, data dictionary, and data relationship documentation - data files will most likely be required in CSV format;
 - 18.3.1.2 Any data files, catalogs, data dictionaries, and data relationship documentation from third party systems which may be a part of the MSPMP solution;
 - 18.3.1.3 Correspondence, including all notifications sent via the system, in PDF format;
 - 18.3.1.4 Desk procedures, training manuals, and instructions, in PDF format and Word format;

- 18.3.1.5 System Instructions for Collections, Reporting, etc., in PDF and Word format;
- 18.3.1.6 Operating Manuals in PDF and Word format; and
- 18.3.1.7 User Manuals in PDF and Word format.
- 18.3.2 The software used to access and view these files shall not be proprietary and shall not in any manner preclude access to the files by MSPMP.
- 18.4 Final payment by MSPMP shall be withheld pending receipt and acceptance of all data.

19. Service Level Agreements

- 19.1 System availability: Defined as the percentage of time the system is up and all functionality is available with the exception of approved downtime for maintenance, during any quarter.
 - 19.1.1 Required: 99.90% uptime
 - 19.1.2 Calculation: $A = (T - M - D) / (T - M) \times 100\%$ where A=Availability, T=Total Quarterly Minutes, M=Approved Quarterly Maintenance Time, D=Downtime
 - 19.1.3 Reviewed: Quarterly
 - 19.1.4 Penalties: If system availability is not 99.90% as required above the following penalties will be assessed:
 - 19.1.4.1 99.89% - 99.85% - 2.5% of quarterly SaaS subscription.
 - 19.1.4.2 99.84% - 99.80% - 5% of quarterly service charge.
 - 19.1.4.3 <99.80% - 10% of quarterly service charge.
- 19.2 Uploaders must be able to upload data into a queue for later processing if the system is not available. Vendor must explain how the proposed system will accomplish this.
- 19.3 The proposed system must provide a response to a query or a request for an individual patient report on average, within five seconds of the submission of a query.
 - 19.3.1 The proposed system response to prescriber and dispenser queries should provide an expected delivery/response time back to the user when the request is initiated.

- 19.4 Non-degradation of service availability: Defined as the percentage of time the application is non-degraded. Degradation shall mean the Service is fully operational, but functioning below the base-line established during acceptance testing. This includes, but is not limited to slow performance and/or intermittent system errors.
- 19.4.1 Required: 98.0%
- 19.4.2 Calculation: $N=(T-M-D)/(T-M) \times 100\%$ where N=Non-degradation, T=Total Quarterly Minutes, M=Approved Quarterly Maintenance Time, D=Amount of Time Services Are Degraded
- 19.4.3 Reviewed: Quarterly
- 19.4.4 Penalties: If service is degraded more than 2% of the time in any quarter, a penalty will be assessed as follows:
- 19.4.4.1 0.5% of the quarterly SaaS subscription.
- 19.5 Problem circumvention or resolution time: Defined as the time required for circumvention or solution after a problem/incident is reported to vendor based on priority level.
- 19.5.1 Required:
- 19.5.1.1 1-Urgent Priority within 2 hours; Urgent Priority = Hosted system or major functionality of system is not available or operational for all users
- 19.5.1.2 2-High Priority within 4 hours; High Priority = Hosted system or major functionality of system is not available or operational for multiple users
- 19.5.1.3 3-Standard Priority within 3 business days; Minor function of hosted system is not operational for multiple users, but all other functionality is available and operational for users
- 19.5.1.4 4-Low Priority within week; Minor function of hosted system is not operational for single user, but all other functionality is available and operational for users
- 19.5.2 Calculation: Time from problem/incident is reported until the problem/incident is resolved or circumvented.
- 19.5.3 Reviewed: Continually
- 19.5.4 Penalties: If the problem or incident is not resolved according to the above requirements a penalty will be assessed as follows:

19.5.4.1 2.5% of the quarterly SaaS subscription

- 19.6 System unavailability notification: Defined as notification to MSPMP of any non-scheduled system unavailability.
- 19.6.1 Required: within two (2) hours of discovery by vendor or notification by the State to the vendor
- 19.6.2 Calculation: Time from discovery or receiving notice of system unavailability until notification is sent to MSPMP.
- 19.6.3 Reviewed: Continually
- 19.6.4 Penalties: If notification of non-scheduled system availability does not occur according to the requirement above the following penalties will be assessed:
- 19.6.4.1 2.5% of the quarterly SaaS subscription per incident
- 19.7 Scheduled maintenance notification defined as notification of scheduled maintenance to MSPMP no less than 14 days prior to scheduled maintenance window.
- 19.7.1 Required: 100% compliance
- 19.7.2 Calculation: If the period between notification of scheduled maintenance and that actual maintenance is less than 14 days then the penalty is applied.
- 19.7.3 Reviewed: Quarterly
- 19.7.4 Penalties: If notification of scheduled maintenance does not occur according to the requirement above the following penalty will be assessed.
- 19.7.4.1 0.5% of the quarterly SaaS subscription per day for each day notification failed to occur.
- 19.8 All requested upgrades or enhancements to user or dispenser reporting side of MSPMP must be completed during a scheduled maintenance period.
- 19.8.1 Work that is not completed within agreed upon time will be subject to credits under the provision for "Scheduled Maintenance."
- 19.9 SLA Verification: The MSPMP reserves the right to audit or have an independent entity validate operations and SLAs at least annually but may initiate an audit at any time.
- 19.9.1 The Vendor shall cooperate with the audit and make all documentation available to the auditing entity.

19.9.2 The service levels herein shall be measured (and credits applied, to the extent applicable) per calendar quarter.

19.10 Vendor should attach a sample of an existing Service-Level Agreement.

19.11 Penalties assessed will be treated as credits to quarterly charges.

20. **Change Orders**

20.1 The State anticipates that there may be a need for additional modifications after system implementation. Vendor must provide a fully loaded hourly rate to provide these services. The Vendor must describe his change order and staffing strategy under the following circumstances.

20.1.1 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may be within the capability of the proposed system's existing programming, after the initial system acceptance.

20.1.2 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may require modification of the proposed system's programmed code and/or the addition of new programming, after initial system acceptance.

21. **Additional Requirements**

21.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

22. **Scoring Methodology**

22.1 An Evaluation Team composed of MSBOP and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

22.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

22.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

22.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the

assessment of the evaluation team. These points will be added to the total score.

- 22.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications	25
Technical Requirements	40
Total Non-Cost Points	65
Cost	35
Total Base Points	100
Value Add	5
Maximum Possible Points	105

- 22.2 The evaluation will be conducted in four stages as follows:

- 22.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

- 22.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

- 22.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Qualifications	25
Technical Requirements	40
Maximum Possible Points	65

- 22.2.2.2 Proposals meeting fewer than 85% of any functional area in Appendix A, Requirements Matrix may be eliminated from further consideration.

- 22.2.2.3 Proposals meeting fewer than 80% of the requirements in the non-cost categories in Section VII, Technical Requirements may be eliminated from further consideration.

22.2.2.4 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the "Technical Requirements' category was allocated 40 points; a proposal that fully met all requirements in that section would have scored 36 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

22.3 Stage 3 – Cost Evaluation

22.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

22.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	35
Maximum Possible Points	35

22.4 Stage 4 – Selection of the successful Vendor

22.4.1 On-site Demonstrations and Interviews

22.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

22.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

22.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

22.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

22.4.2 Site Visits

22.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

22.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Description	Unit Cost	20% Retainage	Amount of Payment
Software Costs			
Software license fee cost	\$	\$	\$
Software Implementation Services	\$	\$	\$
*Other Costs (specify)	\$	\$	\$
Training/Knowledge Transfer Costs			
Administrator Training	\$	N/A	
Sub-Total Software and Implementation			\$
Release of Retainage (upon final acceptance and expiration of warranty period)			\$
Maintenance Costs /Warranty			
Maintenance and Support Costs 24 x 7 x 365 (Billed Quarterly)			
Year 1	\$		
Year 2	\$		
Year 3	\$		
Year 4	\$		
Year 5	\$	N/A	
Hosting Fees (Billed Quarterly)			
Year 1	\$		
Year 2	\$		
Year 3	\$		
Year 4	\$		
Year 5	\$	N/A	
Miscellaneous Costs (must specify)	\$	\$	
	\$	\$	
If Change Order Rate varies depending on the level of support, Vendor should specify the Change Order Rate according to position.		N/A	
Fully Loaded Hourly Change Order Rate	\$	N/A	

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least **three (3)** references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least two (2) years.
 - 1.3.3 The reference installation must be of similar scope for statewide multiagency/institute/ governmental entities.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
 - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

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EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 42612
SOFTWARE AS A SERVICE AGREEMENT
BETWEEN
VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI PHARMACY BOARD**

This Software as a Service Agreement (hereinafter referred to as "Agreement") is entered into by and between, **VENDOR NAME**, a **STATE OF INCORPORATION** corporation having its principal place of business at **VENDOR ADDRESS** (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Pharmacy Board located at 6360 I-55 North, Suite 400, Jackson, Mississippi 39211 (hereinafter referred to as "Licensee" and/or "MPB"). ITS and MPB are sometimes collectively referred to herein as "State."

WHEREAS, MPB, pursuant to Request for Proposals ("RFP") No. 3915 requested proposals for the services of a contractor to provide a Software as a Service ("SaaS") solution for a Pharmacy Monitoring system; and

WHEREAS, Licensor was the successful proposer in an open, fair and competitive procurement process to provide the Applications to MPB pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Active User" means MPB, its employees, all individuals authorized by Section 73-21-127 of the Mississippi Code Annotated, and any third party consultants or outsourcers engaged by MPB actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

1.2 "Application(s)" or "SaaS Application(s)" means those Licensor software application programs which are made accessible for MPB to use under the terms of this Agreement.

1.3 "Available Date" means the date upon which Licensor notifies MPB that the Applications may be accessed on the Licensor's SaaS server and MPB may begin acceptance testing.

1.4 "Cloud Services" or "SaaS Services" means those services related to Licensor's private cloud environment provided to MPB, including but not limited to, infrastructure, equipment, bandwidth, server monitoring, backup services, disaster recovery services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto.

1.5 "Content" means any content MPB or Active Users post or otherwise input into the

Services.

1.6 “Documentation” means the user and technical manuals and documentation published by Licensor relating to the use of the Services or Applications; the help files included within the Applications, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Applications.

1.7 “Initial Term” means the five (5) year term of Services as indicated in Article 2.

1.8 “Licensee” means the Mississippi Pharmacy Board, its employees, and any third party consultants or outsourcers engaged by MPB who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.9 “Licensor” means **VENDOR NAME**, and its successors and assigns.

1.10 “Personally Identifiable Information (“PII”) means information concerning individually identifiable Active Users that is protected against disclosure under applicable law or regulation.

1.11 “Services” means any Cloud Services, on-line user access, customizations, interface development, consulting, education, SaaS installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

1.12 “Supported Interfaces” means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Applications as described in the Documentation.

ARTICLE 2 PERIOD OF PERFORMANCE

2.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for five (5) years thereafter (“Initial Term”). At the end of the Initial Term, the Agreement may, upon the written agreement of the parties, be renewed under the same terms and conditions for an additional term, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Licensor shall notify MPB and ITS of the impending expiration and MPB shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by MPB following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 3 SCOPE OF SERVICES

3.1 The Licensor agrees to provide to MPB a SaaS based Pharmacy Monitoring system and associated deliverables as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled “Entire Agreement”, a summary of such work is outlined in Article 3.2 below.

3.2 Licensor shall be responsible for the following:

- A. Ensuring that all deliverables are complete and accepted by MPB pursuant to a mutually agreed upon project work plan;
- B. Tracking date sensitive items to ensure timely updates;
- C. Acknowledging that the Content is and shall remain the sole and exclusive property of MPB. Further, Licensor acknowledges that the Content may contain protected health information ("PHI") or PII and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the SaaS Services or to comply with applicable laws. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to MPB pursuant to a mutually agreed upon release schedule and in a format acceptable to MPB;
- D. Working with MPB to achieve access rates that meet MPB's needs;
- E. Providing security for the site that is agreeable to MPB with Licensor responsible for all necessary equipment and software related to security;
- F. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- G. Completing daily backups of the site;
- H. Notifying MPB at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- I. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- J. Participating with MPB in disaster recovery planning and testing based on a mutually agreed upon schedule;
- K. Maintaining the confidentiality of the information entered;
- L. Providing MPB access to all of the technical information concerning operation of the Pharmacy Monitoring system, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- M. Identifying any commercially available software, by vendor and version number, integrated into the Applications and describing the particular functionality of any software that is proprietary to the Licensor;
- N. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond three percent (3%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- O. Providing 24x7x365 support of the site;
- P. Providing redundant internet connections;
- Q. Providing Transport Layer Security ("TLS") secure server support;
- R. Maintaining sufficient bandwidth and server capacity to meet MPB's and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and;
- S. Ensuring that all Licensee data remains within the continental United States;
- T. Partitioning Licensee's data from other customer data so Licensee's access is not impaired due to e-discovery, seizure, or the like, and
- U. Ensuring that upon termination or expiration of this Agreement that transition from the Licensor to MPB or to a successor host will be accomplished at no expense to MPB.

3.3 In the event Licensor creates any revisions to or upgrades of the system, Licensor shall

provide MPB thirty (30) days written notification of such revision or upgrade, and shall, upon request of MPB, furnish such revision or upgrade to MPB free of charge as part of the SaaS fees.

ARTICLE 4 SCOPE OF LICENSE AND RIGHT TO USE

4.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Applications over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the Initial Term of the Agreement and any subsequent renewal terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Applications and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any enhancements or additional software products Licensee may procure from Licensor.

4.2 Licensor will provide Licensee storage space on and access to Licensor's Applications via the Internet and provide Internet access to the Applications and Cloud Services to the Active Users through Licensor's site ("SaaS Services").

4.3 In connection with the SaaS Services, Licensor will provide and maintain all Applications and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Services.

4.4 The Applications and Services will be accessible at least ninety-nine.nine percent (99.90%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the SaaS Services due to causes beyond the control of Licensor. In the event that MPB or an Active User is unable to achieve the 99.90% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse MPB as follows: 10% of the quarterly SaaS subscription cost if the level falls below 99.80%; 5% of the quarterly SaaS subscription cost if the level falls between 99.80%-99.84%; and 2.5% of the quarterly SaaS subscription cost if the level falls between 99.85%-99.89%. Licensor shall maintain the server at a secured location with restricted access.

4.5 Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's Services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

4.6 The use of the Services by Active Users will be governed solely by the terms and conditions of this Agreement.

4.7 MPB acknowledges that Licensor retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with MPB, MPB shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. MPB agrees to comply with

all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by MPB through the Services.

ARTICLE 5 ACCEPTANCE

5.1 Licensor shall make the Applications and Documentation available through its Services pursuant to the delivery schedule mutually agreed to by the parties.

5.2 MPB shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Applications and Services to confirm that they perform without any defects and perform in accordance with the requirements of this Agreement. MPB shall immediately thereafter notify Licensor of any defects in the Applications or Services which must be corrected. Thereafter, unless both parties agree to extend this period, Licensor shall have ten (10) business days in which to repair the Service or repair or replace the defective Applications, all at Licensor's expense, and MPB shall have an additional thirty (30) calendar days to evaluate the Applications and Services. In the event Licensor is unable to repair the defect within this ten (10) day period, MPB may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT

6.1 The total compensation to be paid to the Licensor by MPB for all Applications, development, maintenance and SaaS Services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of **\$INSERT TOTAL COMPENSATION**, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

6.2 Licensor shall submit invoices with the appropriate documentation to MPB quarterly for any quarter in which SaaS Services and/or other services are rendered. Licensor shall submit invoices and supporting documentation to MPB electronically during the term of this Agreement using the processes and procedures identified by the State. MPB agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MPB within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that MPB is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

6.3 Acceptance by the Licensor of the last payment due from MPB under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 7 WARRANTY

7.1 Licensor represents and warrants that it has the right to license the Applications provided under this Agreement.

7.2 Licensor represents and warrants that the Applications provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 3915 and Licensor's Proposal, as accepted by the State, in response thereto.

7.3 During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless MPB consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Application within the mutually agreed upon time frame after receipt of notice of the Defect, MPB shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

7.4 During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

7.5 Licensor represents and warrants that the Application shall not contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Applications and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

7.6 Licensor represents and warrants that it has tested and will test (not less than on a daily basis) the Applications using commercially reasonable methods to ensure that the Applications provided to MPB do not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including but not limited to, viruses, trojan horses, or worms) that are designed to, or would enable Licensor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Licensor's system, or any other associated software, firmware, hardware, computer system or network, including MPB's applications and MPB's Content. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Licensor's expense, any and all damage done by the virus

or such to MPB's applications and MPB's Content.

7.7 Licensor represents and warrants that the Pharmacy Monitoring system provided by the Licensor shall be reasonably expandable and scalable so MPB can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the Applications and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to MPB at no additional cost to MPB.

7.8 Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

7.9 If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7.10 Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

7.11 Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the

signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

7.12 The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

7.13 Licensor will not knowingly (a) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (b) use the Content for any purpose other than needed to provide the Services to MPB hereunder; or (c) otherwise act in a fraudulent, malicious or negligent manner when providing the Services.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

8.1 Licensor represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to MPB under this Agreement nor their use by MPB will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or MPB which involve the Applications, Services or other items provided under this Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against MPB provided that: (a) MPB notifies Licensor in writing of any such claim of which it has knowledge; (b) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) MPB cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Licensor. Further, in no event shall Licensor compromise or settle any such actions or negotiations without the prior written consent of MPB if such compromise or settlement would create an obligation or liability upon MPB or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for MPB the right to continue using such Applications or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent

functionality, or upon failing to secure either such right at Licensor's reasonable expense, (c) issue a pro-rata refund to MPB for the fees previously paid by MPB for the infringing Applications and Services MPB may no longer use. Said refund shall be paid within ten (10) business days of notice to MPB to discontinue said use.

8.2 Licensor shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Applications or Service by MPB or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Licensor where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Application by MPB other than in accordance with this Agreement.

ARTICLE 9 DATA SECURITY

9.1 As part of the Services, Licensor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of MPB Content. Licensor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Agreement.

9.2 Prior to initiation of the Services under this Agreement and on an ongoing basis thereafter, MPB agrees to provide notice to Licensor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to MPB's industry and which could be imposed on Licensor as a result of provision of the Services. MPB will ensure that: (a) the transfer to Licensor and storage of any PHI or PII by Licensor is permitted under applicable data protection laws and regulations; and, (b) MPB will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

9.3 Licensor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Licensor's private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensor's private cloud is located shall undergo pertinent security examinations. Management access to Licensor's private cloud shall be limited to Licensor's authorized support staff and MPB's authorized staff. The Applications shall provide MPB with the ability to configure application security and logical access per MPB's business processes. In the event MPB identifies a security issue, MPB will notify Licensor.

9.4 At a minimum, Licensor's safeguards for the protection of PHI and PII shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Licensor or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited

to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensor's employees. Any and all subcontractors shall adhere to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

9.5 Licensor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Licensor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Agreement. MPB may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which MPB may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

9.6 At any time during the term of this Agreement at MPB's request or upon the termination or expiration of this Agreement for any reason, Licensor shall promptly return to MPB all copies, whether in written, electronic or other form or media, of PHI and PII in its possession, or securely dispose of all such copies, and certify in writing to MPB that such has been returned to MPB or disposed of securely. Licensor shall comply with all reasonable directions provided by MPB with respect to the return or disposal of PHI and PII.

9.7 Upon MPB's request, to confirm Licensor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants MPB or, upon MPB's election, a third party on MPB's behalf, permission to perform an assessment, audit, examination or review of all controls in Licensor's physical and/or technical environment in relation to all PHI or PII being handled and/or services being provided to MPB pursuant to this Agreement. Licensor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PHI or PII for MPB pursuant to this Agreement.

9.8 It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Licensor shall make the reports available to MPB for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Licensor's management and resolved, at Licensor's sole expense, within thirty (30) calendar days of the audit.

ARTICLE 10 EMPLOYMENT STATUS

10.1 Licensor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

10.2 Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of

Licensee.

10.3 Any person assigned by Licensor to perform the Services hereunder shall be the employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

10.4 Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

ARTICLE 11 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations shall be covered by Licensor's comprehensive general liability insurance policy.

ARTICLE 12 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 13 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

13.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

13.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

13.3 Licensor must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

13.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor

acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

13.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 14 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Agreement, Licensee shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to Licensee of any kind whatsoever, except for payment for work completed by Licensor and accepted by Licensee prior to termination. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 15 TERMINATION

15.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) Licensee may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Licensee may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

15.2 In the event Licensee terminates this Agreement, Licensor shall be paid for Services rendered by Licensor and accepted by Licensee prior to the termination. Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual SaaS fees previously paid by Licensee.

ARTICLE 16 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of

Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

ARTICLE 17 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

ARTICLE 18 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 19 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 20 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 21 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 22 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding

any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 23 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee's address for notice is: Ms. Dana Crenshaw, PMP Director, Mississippi Pharmacy Board, 6360 I-55 North, Suite 400, Jackson, Mississippi 39211. The Licensor's address for notice is: **VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 24 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 25 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 26 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 27 COMPLIANCE WITH LAWS

27.1 Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable

federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

27.2 Licensor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the Family Educational Rights & Privacy Act (FERPA) of 1974 (34 CFR Part 99); HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 28 CONFLICT OF INTEREST

Licensor shall notify Licensee of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate this Agreement.

ARTICLE 29 SOVEREIGN IMMUNITY

By entering into this Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 30 CONFIDENTIAL INFORMATION

30.1 Licensor shall treat all Licensee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licensor following any termination or completion of this Agreement.

30.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

30.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the

services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 31 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 32 NON-SOLICITATION OF EMPLOYEES

Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of Licensee's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by Licensee and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 33 ENTIRE AGREEMENT

33.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The RFP No. 3915 and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

33.2 The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3915 and written addenda, and
- D.** Licensor's Proposal, as accepted by the State, in response to the RFP.

33.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensor's Proposal").

ARTICLE 34 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 35 SURVIVAL

Articles 7, 8, 16, 20, 24, 29, 30, 32, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 36 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 37 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

ARTICLE 38 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Licensee's or Licensor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Licensee's funding source.

ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 40 SOFTWARE SUPPORT AND MAINTENANCE

40.1 As part of the maintenance services, Licensor will maintain the Applications and Services in an operable condition according to the specifications contained in the technical manuals and as outlined in the RFP and Licensor's Proposal in response thereto. Licensor shall provide Licensee with enhancements to the Applications as they are made generally available from time to time.

40.2 Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Applications and Service twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, 3, or 4 error.

40.3 Severity Level 1 (Urgent Priority) implies that the Application or major functionality of the Application is not available or operational for all users. Licensor shall resolve Severity Level 1 Errors within two (2) hours, or within a mutually agreed upon time frame. When a Severity Level 1 Error is reported, Licensor will assign resources necessary to correct the Error.

40.4 Severity Level 2 (High Priority) implies that the Application or major functionality of the Application is not available or operational for multiple users. Licensor shall resolve Severity Level 2 Errors within four (4) hours.

40.5 Severity Level 3 (Standard Priority) implies that a minor function of the Application is not operational for multiple users, but all other functionality is available and operational for users. Licensor shall resolve Severity Level 3 Errors within three (3) business days, or within a mutually agreed upon time frame.

40.6 Severity Level 4 (Low Priority) implies that a minor function of the Application is not operational for a single user, but all other functionality is available and operational for users. Licensor shall resolve Severity Level 4 Errors within five (5) business days, or within a mutually agreed upon time frame.

ARTICLE 41 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

ARTICLE 42 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 43 CHANGE ORDER RATE AND PROCEDURE

43.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Licenser except by the express written approval of the State. The Licenser shall be obligated to perform all changes requested by the Licensee, which have no price or schedule effect.

43.2 The Licenser shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Licenser shall be obligated to execute such a change order; and if no such change order is executed, the Licenser shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

43.3 With respect to any change orders issued in accordance with this Article, the Licenser shall be compensated for work performed under a change order according to the hourly change order rate of \$**INSERT AMOUNT**. If there is a service that is not defined in the change order rate, the Licenser and the State will negotiate the rate. The Licenser agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licenser in the performance of the change order. The Licenser shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement. The Licenser acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement, with annual increases not to exceed the lesser of a five percent increase or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.I.-U).

43.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually

expended by the Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

43.5 The Licensor will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

43.6 In the event the Licensor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Licensor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

43.7 The Licensee shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Licensor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Licensor. If the Licensee fails to respond in such time period or any extension thereof, the Licensee shall be deemed to have approved the revised project work plan.

ARTICLE 44 RETAINAGE

To secure the Licensor's performance under this Agreement, the Licensor agrees that the Licensee shall hold back as retainage twenty percent (20%) of each amount payable, including amounts payable under Change Orders, under this Agreement. The retainage amount will continue to be held until final acceptance of all deliverables by the Licensee.

ARTICLE 45 PERSONNEL ASSIGNMENT GUARANTEE

Licensor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the personnel are employed by the Licensor and are not replaced by Licensor pursuant to the third paragraph of the Article herein titled "Employment Status." Licensor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Licensor to so provide these persons shall entitle the State to terminate this Agreement for cause. Licensor agrees to pay the Licensee fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Licensor's employment or replacement by Licensor pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the State's written approval, the Licensor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Licensor or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Licensee. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Licensee. The Licensor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Licensee. In the event of Licensor personnel loss or redirection, the services performed by the Licensor shall be uninterrupted and the Licensor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Pharmacy Board**

VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A